

THIS DEED OF SURRENDER is made the 18th day of December

One thousand nine hundred and ninety-one BETWEEN: NEWBURY DISTRICT COUNCIL of Council Offices Market Street Newbury in the County of Berkshire (hereinafter called "the Council") of the one part and JULIET LADY WILLS c/o Pennywell Limited of Hill Farm Elsfield Oxford OX3 9SW (hereinafter called "the Tenant") of the other part

W H E R E A S:

1. IN or about 1965 the Rural District Council of Hungerford entered into an Agreement with the Tenant for the use by the Tenant of an area of land consisting of approximately 15.90 acres adjoining The Priory Hungerford as shown edged red on the attached plan ("the Land") subject to the payment of a yearly rent of FORTY THREE POUNDS (£43.00)

2. NO copy of the Agreement can be traced but the Tenant with the consent of the Council has continued to occupy the Land on a year to year basis at the present yearly rent of FIVE HUNDRED AND NINETY SIX POUNDS TWENTY-FIVE PENCE (£596.25)

3. THE reversion immediately expectant on the term of years is now vested in the Council as the successor in title to the Rural District Council of Hungerford

4. IT has been agreed that the Tenant will surrender the Tenancy Agreement relating to the Land in consideration of the release by the Council hereinafter contained and the Council will accept the surrender

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the release hereinafter contained the Tenant hereby surrenders and yields up and releases to the Council all and singular the Land to the intent that the yearly tenancy and all or any other estate interest and rights of the Tenant whether granted by or arising from the Tenancy Agreement or by any Deed of documents supplemental thereto shall merge and be extinguished in the reversion expectant thereon

M. Harris
.....
Authorized Signatory

1426
12-19

1940
15-90

2464
20-76

0.11

PHILLY. ROAD

1.00
14-70

0.55

0.20

0.10

0.05

0.02

0.01

0.00

2. The Council and the Tenant hereby release each other from all their obligations contained and all liabilities whatever contained in or otherwise arising under the Tenancy Agreement (other than this Deed) whether past or present or future and all damages actions proceedings costs claims demands and expenses arising from such obligations and liabilities

3. In consideration of the release contained in Clause 2 the Council accepts the surrender

4. The surrender hereby effected shall be deemed to have effect as from the 25th day of ~~December~~ One thousand nine hundred and ninety-one

IN WITNESS whereof the Tenant has signed this instrument as her Deed and the Council has set its Common Seal the day and year first before written

SIGNED as a Deed by the said)

JULIET LADY WILLS in the)

presence of:)

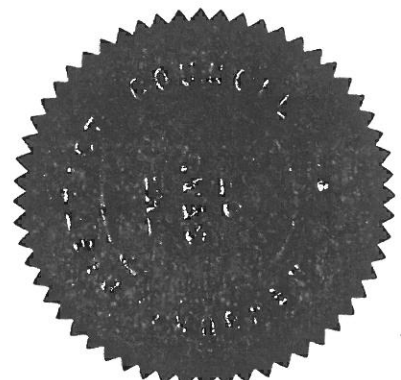
Juliet Wills

*M. Moody.
Prosperous House
Farm Assistant*

THE COMMON SEAL of NEWBURY)

DISTRICT COUNCIL is hereunto)

affixed and authenticated by:)



11085

M. Harris

Authorised Signatory

DATED 18th December 1991

NEWBURY DISTRICT COUNCIL

- and -

JULIET LADY WILLS

SURRENDER

of land adjoining The Priory Hungerford
in the County of Berkshire

File: CJO/SAR/101/10/39

EJW (167)

M E M O R A N D U M

TO: Director of Development Services **YOUR REF:** 201/98/33/CSJW
FROM: Director of Legal and **OUR REF:** CJO/SAR/101/10/39
 Administrative Services
DATE: 11th September 1991

Land adjoining The Priory, Hungerford

I acknowledge receipt of your memoranda dated 9th May 1991. I have today written to the agents for Lady Wills with a proposed surrender.


Director of Legal and
Administrative Services



MEMORANDUM



TO: Director of Development Services
(Attn: Mr. C.S.J. Watts)

YOUR REF:

FROM: Director of Legal and
Administrative Services

OUR REF: CJO/SAR/101/10/39

DATE: 16th December 1991

Land adjoining The Priory, Hungerford - Lady Wills

I refer to the recent discussions between my assistant Mr. Oliver and your Mr. Watts in regard to the compensation claim being made in this matter and the progress towards finalising the surrender of the Agricultural Tenancy. I can now advise you that the Deed of Surrender is with Lady Wills for signature and should be with us in the very near future. Accordingly I attach a cheque request for the agreed amount of compensation relating to the cost of ploughing and would be obliged if you would code and authorise this request as soon as possible. Please process the cheque request through the Director of Financial Services.


Director of Legal and
Administrative Services

42640 00010



Newbury District Council

Director of Development Services - A. Jones, B.A.(Hons), M.C.D., D.M.S., M.R.T.P.I., M.B.I.M.

Council Offices: Market Street, Newbury, Berkshire RG14 5LD

Telephone: Newbury (0635) 42400 (Switchboard) Telecom Gold: LMX 984

Fax: Newbury (0635) 519431

Document Exchange: DX 30825 Newbury

MY REFERENCE:
YOUR REFERENCE:
PLEASE ASK FOR:
EXT. NO.:
DIRECT LINE:

201/98/33/CSJW/AJF
JLG/CJW
Mr. C.S.J. Watts
2510
519510

9th May, 1991

Pennywell Ltd
Hill Farm
Elsfield
Oxford. OX3 9SW.

Dear Sir,

Land adjoining The Priory, Hungerford

I acknowledge receipt of your letter dated the 29th April 1991, and thank you for your assistance in this matter.

Yours faithfully


for
DIRECTOR OF DEVELOPMENT SERVICES.

MEMORANDUM

128

SS

TO: Director of Legal and
Administrative Services.

FROM: Director of Development Services

F.A.O. C.J. Oliver

OUR REF: 201/98/33/CSJW

DATE: 9th May, 1991

Land adjoining The Priory, Hungerford

I enclose for your attention a copy of correspondence with Pennywell Ltd acting on behalf of their client Lady Wills, in which you will note their agreement to the surrendering back of land proposed for recreation purposes. Please proceed with the service of such notices as are necessary to secure repossession of the land.

Please contact me if you require anything further by way instructions at this time.



for
DIRECTOR OF DEVELOPMENT SERVICES.

Enc.

PENNYWELL LTD

Directors: J. L. Garson, MA
C. R. Emmett, NDA
F. P. E. Garson

Secretary: Miss Jane Worrall

Hill Farm
Elsfield
Oxford
OX3 9SW

Tel: Stanton St. John (086-735) 774
Fax: " " (086-735) 463

Office Hours: 8.45-1.00 2-5

JLG/CJW

Your Ref: 201/98/33/CSJW/AJF

29th April 1991

Mr C S J Watts
Newbury District Council
Council Offices
Market Street
Newbury
Berkshire RG14 5LD



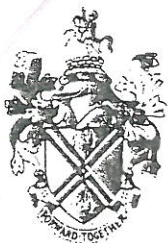
Dear Mr Watts

LAND ADJOINING THE PRIORY, HUNGERFORD

In answer to your letter of the 25th April I can confirm that my client, Lady Wills, is still prepared to surrender the land back to the landlord as I stated in my letter of 19th September 1986.

Yours sincerely

A handwritten signature in dark ink, appearing to read 'J. L. Garson'.



Newbury District Council

Director of Development Services - A. Jones, B.A.(Hons), M.C.D., D.M.S., M.R.T.P.I., M.B.I.M.

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201/98/33/CSJW/AJF

MY REFERENCE:

YOUR REFERENCE:

PLEASE ASK FOR:

EXT. NO.:

DIRECT LINE:

Mr. C.S.J. Watts

2510

519510

25th April, 1991

Pennywell Ltd
Hill Farm
Elsfield
Oxford. OX3 9SW.

Dear Sir,

Land adjoining The Priory, Hungerford

I refer to correspondence in September 1986 regarding the above land currently the subject of a verbal tenancy agreement between your client, Lady Wills and the Council.

The Council has again been approached by Hungerford Town Council to dispose of the above land for the purpose of Rugby and Football pitches and a pavilion. The request arises because of the lack of land within Hungerford which could be made available for recreation facilities. The uncertainties affecting the project in 1986 have now been resolved and the appropriate Committees of this Council have resolved to agree to the Town Council request.

In order to implement the proposal however, it will be necessary for you to agree to surrender back the land and I should be grateful for your confirmation that your clients position remains in agreement to this proposal.

Please contact me if you require any further information or clarification regarding the above.

Yours faithfully

for

DIRECTOR OF DEVELOPMENT SERVICES.

M E M O R A N D U M

TO: DIRECTOR OF DEVELOPMENT SERVICES YOUR REF:
F.A.O. Chris Watts

FROM: Director of Legal and OUR REF: ST/HJB/101/10/39
Administrative Services

DATE: 18th April 1991

The Triangle Field, Hungerford

I refer to previous Committee resolutions and write to confirm that I have been unable to trace any written document concerning details of the tenancy of the above property.

In the circumstances may I suggest that you open negotiations with the current occupant on an informal basis to establish whether he would be prepared to vacate the property and, if so, whether he would require compensation, how much notice would be required and other matters of that sort.

As the Council does not have formal tenancy agreement I believe an informal approach in relation to the possible vacation of the land is the best approach in the first instance. If that proves not to be fruitful then we will need to consider the matter further.

I look forward to hearing from you as soon as possible.

mst

Director of Legal
and Administrative Services



Royal Institution of Chartered Surveyors
AGRICULTURAL HOLDINGS ACT 1986

Our Ref: AH1044
Applicant's Ref:

APPLICATION RECEIVED BY THE PRESIDENT
FOR THE APPOINTMENT OF AN ARBITRATOR

Date received: 24/03/88
Date acknowledged: 13/04/88

(1) Landlord's Agent

* Messrs Giddy & Giddy
11/13 Queen Street
Maidenhead
SL6 1NB

(2) Landlord

Newbury District Council
Council Offices
Market Street
Newbury
Berkshire
RG14 5LD

(3) Tenant's Agent

Messrs James Harris & Son
Jewry Chambers
Winchester
Hampshire
SO23 8RW

(4) Tenant

Juliette Lady Wills
c/o F & J Farming
Hill Farm
Elsfield
Oxford
OX3 9SW

* Applicant

Holding: Land adjoining The Priory, Hungerford, Berkshire (15.90
acres of Arable)

Termination date: 25/03/88

Nature of arbitration: Section 12 of the Agricultural Holdings Act
1986.

An application having been received, the President is to appoint an
arbitrator to settle certain claims, questions or differences
between the landlord and tenant of the above holding. The terms of
reference to the arbitrator will be framed as follows:

The rent to be properly payable for the said holding as from the next
termination date following the sixteenth day of July 1986 being the
date of the demand for arbitration made by the landlord to the
tenant.

If, prior to the President's appointment of an arbitrator, however,
a settlement is reached between the parties as to the certain
questions or differences mentioned above, and arbitration is
therefore no longer necessary, notification of such agreement can
only be accepted by the President from the applicant or his agent.

This notice is sent to both parties to the arbitration. A copy of
the arbitrator's appointment will be sent to you in due course.

Enquiries to: Mrs Diana Jones,

Royal Institution of Chartered Surveyors (Arbitrations
Section), 12 Great George Street, Parliament Square,
London SW1P 3AD.

Telephone No: 01-222 7000 Extension 229

RECEIVED
COUNCIL
13/04/88

PENNYWELL LTD.

Directors: J. L. Garson, M.A.; F. P. E. Garson

Executive: C. R. Emmett, N.D.A.

Secretarial Miss Elizabeth Lees

Staff: Miss Jane Worrall

OFFICE HOURS:

8.45—1.00 2—5

Hill Farm,
Elsfield, Oxford,
OX3 9SW

TELEPHONE:

Office: Stanton St. John (086 735) 618

Home: " " " " 441

19th September 1986

Your Ref: CJO/PLW/101/10/39

C J Oliver Esq
Newbury District Council
Council Offices
Market Street
NEWBURY
Berkshire RG14 5LD

Dear Mr Oliver

Following our telephone calls I am writing in answer to your letter of the 1st September. Taking into account the purpose for which the land is required Lady Wills is prepared to surrender her tenancy of the portion required, and would require no specific compensation for this. However, it would leave her with the tenancy of a very much less useful piece of land being only some five/six acres. I think it quite likely that we would not wish to continue renting this unless the rental was fixed at a very low level for several years. This could be discussed later.

We will shortly be drilling this field with cereals to harvest in August 1987. Subject to your not requiring the land before August or September 1987, there would, as I have said, be no compensation. If for any reason you did wish to regain the land earlier than that I think it would be reasonable to expect Lady Wills to be compensated for work done and materials supplied to the land if we were unable to harvest the crops.

Please let me know your views on this letter.

Yours sincerely

R. P. Garson



CJO/PLW/101/10/39

Mr. Oliver - Ext.2120

1st September 1986

Juliet, Lady Wills,
c/o F & J. Farming,
Hill Farm,
Elsfield,
Oxford. OX3 9SW

Dear Madam,

Land adjoining The Priory, Hungerford

I refer to our previous correspondence regarding the above land which is currently the subject of a verbal tenancy agreement between yourself and the Council.

The Council has on a number of occasions been requested by Hungerford Town Council to sell this land to them but those requests have been declined. The Town Council have now approached us with a request that we dispose of part of the land to them and I enclose herewith a plan showing cross hatched black the area of land which they would like. This represents the maximum requirement of up to ten acres. They are seeking this area of land in order that two rugby pitches can be constructed, as there is a lack of land within Hungerford which could be made available for recreational facilities. In order to implement such a proposal however, it will be necessary for you to agree to surrender back part of the land presently within your holding, and, bearing in mind the proposed use, I wonder if you would be prepared to surrender this land back.

This Council has made no formal decision on the matter but it is sympathetic to the request.

Yours faithfully,

Director of Legal
and Administrative Services